

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

**RUSSELL ROAD
RECONSTRUCTION PROJECT**

BID CALL 032712-1

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Tommie C. Martin, Chairman
Shirley L. Dawson, Vice Chairman
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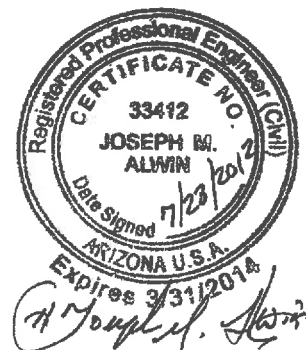
COUNTY MANAGER

Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR

Steve Stratton

JULY 2012



**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

**RUSSELL ROAD
RECONSTRUCTION PROJECT**

GLOBE, ARIZONA

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**

BID NO. 032712-1

**C.L. Williams Consulting, Incorporated
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248**



**INVITATION FOR BIDS
BID CALL NO. 032712-1**

Sealed bids will be received by Gila County Procurement, 1400 East Ash St., Globe, AZ 85501, until **11:00 A.M. Tuesday, August 28th, 2012** for the **RUSSELL ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA, BID NO. 032712-1** in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 11:00 AM. The Bids will be publicly opened and read aloud at 11:00 AM, Gila County Board Hearing Room, 1400 E. Ash Street, Globe, Arizona.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for 10:00 A.M., Thursday, August 16th, 2012. Meeting shall be held at the Public Works Facilities Building, 725 North Rose Mofford Way, Globe, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the Purchasing Department at 1400 E. Ash Street, Globe, Arizona, Guerrero Building.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "RUSSELL ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA BID CALL NO. 032712-1". All Bids shall be mailed or delivered to the Gila County Procurement, 1400 East Ash St., Globe, AZ 85501. Gila County Procurement and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. Prevailing clock shall be the atomic clock in the Purchasing office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt: August 8nd, & 15th, 2012

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 8/7/12

Signed: 
Tommie C. Martin, Chairman, Board of Supervisors

Date: 8/7/12



SECTION 01

INVITATION FOR BIDS

IFB-1

TABLE OF CONTENTS

GENERAL PROVISIONS

SECTION 01	1
NOTIFICATION TO BIDDERS	1
 SECTION 10	 3
DEFINITION OF TERMS	3
 SECTION 20	 9
PROPOSAL REQUIREMENTS AND CONDITIONS	9
20-03 CONTENTS OF PROPOSAL FORMS	9
20-04 ISSUANCE OF PROPOSAL FORMS	9
20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES	9
20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	9
20-07 PREPARATION OF PROPOSAL	10
20-08 IRREGULAR PROPOSALS	10
20-09 PROPOSAL GUARANTY	11
20-10 DELIVERY OF PROPOSAL	11
20-11 WITHDRAWAL OR REVISION OF PROPOSALS	11
20-12 PUBLIC OPENING OF PROPOSALS	11
20-13 DISQUALIFICATION OF BIDDERS	11
20-14 PROTESTS	12
 SECTION 30	 13
AWARD AND EXECUTION OF CONTRACT	13
30-01 CONSIDERATION OF PROPOSALS	13
30-02 AWARD OF CONTRACT	13
30-03 CANCELLATION OF AWARD	13
30-04 RETURN OF PROPOSAL GUARANTY	13
30-05 REQUIREMENTS OF CONTRACT BONDS	14
30-06 EXECUTION OF CONTRACT	14
30-07 APPROVAL OF CONTRACT	14
30-08 FAILURE TO EXECUTE CONTRACT	14
30-09 DISPUTE & RESOLUTION	14
 SECTION 40	 16
SCOPE OF WORK	16
40-01 INTENT OF CONTRACT	16
40-02 ALTERATION OF WORK AND QUANTITIES	16
40-03 OMITTED ITEMS	16
40-04 EXTRA WORK	17
40-05 MAINTENANCE OF TRAFFIC	17
40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK	18
40-07 FINAL CLEANING UP	19

SECTION 50	20
CONTROL OF WORK	20
50-01 AUTHORITY OF THE OWNER'S ENGINEER	20
50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS	20
50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS	21
50-04 COOPERATION OF CONTRACTOR	21
50-05 COOPERATION BETWEEN CONTRACTORS	21
50-06 CONSTRUCTION LAYOUT AND STAKES	22
50-07 AUTOMATICALLY CONTROLLED EQUIPMENT	22
50-08 AUTHORITY AND DUTIES OF INSPECTORS	22
50-09 INSPECTION OF THE WORK	22
50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.....	23
50-11 LOAD RESTRICTIONS	24
50-12 MAINTENANCE DURING CONSTRUCTION	24
50-13 FAILURE TO MAINTAIN THE WORK	24
50-14 PARTIAL ACCEPTANCE	25
50-15 FINAL ACCEPTANCE	25
50-17 GUARANTEE OF WORK (ADDITIONAL)	26
50-18 CONSTRUCTION SCHEDULE	26
50-19 NEGOTIATIONS WITH INDIVIDUAL CONTRACTORS.....	26
 SECTION 60	 28
CONTROL OF MATERIAL.....	28
60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS	28
60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS	28
60-03 CERTIFICATION OF COMPLIANCE	29
60-04 PLANT INSPECTION	29
60-05 OWNER'S FIELD OFFICE AND LABORATORY	30
60-06 STORAGE OF MATERIALS	30
60-07 UNACCEPTABLE MATERIALS	30
60-08 OWNER-FURNISHED MATERIALS.....	30
 SECTION 70	 32
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	32
70-01 LAWS TO BE OBSERVED	32
70-02 PERMITS, LICENSES, AND TAXES.....	32
70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES	32
70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS.....	32
70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS	33
70-06 PUBLIC CONVENIENCE AND SAFETY	34
70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS.....	34
70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE	34
70-09 RESPONSIBILITY FOR DAMAGE CLAIMS.....	35
70-10 CONTRACTOR'S INSURANCE	35
70-11 THIRD PARTY BENEFICIARY CLAUSE	36
70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC	36

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK	36
70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS	37
70-15 FURNISHING RIGHTS-OF-WAY	38
70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS	38
70-17 NO WAIVER OF LEGAL RIGHTS.....	38
70-18 ENVIRONMENTAL PROTECTION	39
SECTION 80	40
PROSECUTION AND PROGRESS	40
80-01 SUBLETTING OF CONTRACT	40
80-02 NOTICE TO PROCEED	40
80-03 PROSECUTION AND PROGRESS	41
80-04 CONSTRUCTION LIMITS	41
80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT	41
80-06 TEMPORARY SUSPENSION OF THE WORK.....	42
80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME	43
80-08 FAILURE TO COMPLETE ON TIME	44
80-09 DEFAULT AND TERMINATION OF CONTRACT.....	45
80-10 TERMINATION FOR NATIONAL EMERGENCIES	46
SECTION 90	47
MEASUREMENT AND PAYMENT	47
90-01 MEASUREMENT OF QUANTITIES	47
90-02 SCOPE OF PAYMENT	50
90-03 COMPENSATION FOR ALTERED QUANTITIES	50
90-04 PAYMENT FOR OMITTED ITEMS	50
90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.....	51
90-06 ACCEPTANCE AND FINAL PAYMENT	52
 <u>SPECIAL PROVISIONS</u>	
PROPOSED WORK.....	SP-1
GENERAL REQUIREMENTS.....	SP-1
POINTS AND INSTRUCTION AND AS-BUILTS	SP-1
CONSTRUCTION LIMITS	SP-2
OPERATION AND TRAFFIC CONTROL PLANS.....	SP-3
QUALITY CONTROL PLAN	SP-3
SAMPLING AND TESTING	SP-3
MEASUREMENT AND PAYMENT	SP-4
HAUL ROUTE	SP-5
DUST CONTROL.....	SP-5
TEMPORARY CONSTRUCTION EASEMENTS	SP-5
OWNER'S FIELD OFFICE.....	SP-6
BLASTING NOTIFICATION.....	SP-6
CONFLICTING UTILITY SYSTEMS.....	SP-6

DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS	SP-6
ARIZONA PUBLIC SERVICE	SP-7

TECHNICAL SPECIFICATIONS

201-CLEARING AND GRUBBING	T-1
202-REMOVAL OF STRUCTURES AND OBSTRUCTIONS	T-1
203-EARTH WORK	T-2
209-FURNISH WATER SUPPLY	T-2
211-FILL CONSTRUCTION	T-2
301-SUBGRADE PREPARATION	T-2
303-AGGREGATE SUBBASES AND AGGREGATE BASES	T-3
321-ASPHALTIC CONCRETE PAVEMENT	T-3
340-CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE	T-5
411-ASPHALTIC CONCRETE FRICTION COURSE.....	T-5
520-STEEL AND ALUMINUM HANDRAILS	T-5
525-PNEUMATICALLY PLACED MORTAR	T-5
607-ROADSIDE SIGN SUPPORTS	T-6
608-SIGN PANELS	T-6
621-CORRUGATED METAL PIPE AND ARCHES	T-7
701-MAINTENANCE AND PROTECTION OF TRAFFIC	T-7
708-PAINTED PAVEMENT MARKINGS	T-7
760-COATING CORRUGATED METAL PIPE AND ARCHES	T-7
810-EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)	T-8
901-MOBILIZATION	T-9
902-CHAIN LINK FENCE.....	T-9
909-SURVEY MARKER.....	T-9
913-BANK PROTECTION	T-9
914-WALLS AND MISCELLANEOUS STRUCTURES	T-9
924-CONTRACTOR QUALITY CONTROL	T-10
925-CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS	T-11

CONTRACT FORMS

PROPOSAL	P-1
BIDDING SCHEDULE	BS-1
SURETY (BID) BOND	BB-1
QUALIFICATION AND CERTIFICATION	QC-1
REFERENCE LIST	RL-1
AFFIDAVIT OF NON-COLLUSION	ANC-1
SUBCONTRACTOR CERTIFICATION	SC-1
CHECKLIST AND ADDENDA ACKNOWLEDGMENT	CK-1
CONTRACT	C-1
CONTRACT PERFORMANCE BOND	CPB-1
LABOR AND MATERIALS BOND	LMB-1
CONTRACT PERFORMANCE WARRANTY	CWP-1
IRS W-9 FORM	W-9

GENERAL PROVISIONS
Bid No. 032712-1

SECTION 01

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages P-1 to P-3)
- Qualification & Certification Form (pages QC-1 to QC-2)
- Reference List (RL1)
- Bid Schedule (pages BS-1 to BS-6)
- Surety (Bid) Bond (page BB-1)
- Affidavit of Non-Collusion (page ANC-1)
- Subcontracting Certification (page SC-1)
- Check List & Addenda Acknowledgment (CK-1)
- Contract (C1-C7)
- IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT**", along with the **Offerors Name**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Tuesday, August 28th, 2012, 11:00 a.m.** on the date specified herein, to Gila County Procurement, Guerrero Complex, 1400 East Ash, Globe, Arizona 85501.

Late proposals shall not be considered. Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.

Notification to Bidders continued...

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.
5. **Plans and Specifications** -Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **There will be a \$10 non-refundable charge for the bid documents which will be provided to the requestor on a compact disc (CD).**

Gila County
Purchasing Department
Guerrero Building
1400 E. Ash Street, Globe, Arizona 85501

6. **Arizona Contractor's License** -Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. This will be the only time, until bid award, this information will be revealed.
8. **Mandatory Pre-Bid Walk Through**
There is a mandatory site walk through scheduled for **10:00 A.M., Thursday, August 16th, 2012**. Meeting shall be held at the Public Works Facilities Building, 725 North Rose Mofford Way, Globe, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.
9. **Request for Clarifications**
Requests for clarification shall be made to Ms. Valrie Bejarano (vbejarano@co.gila.az.us) in writing (phone: 928-402-8612) submitted no later than **Monday, August 20th, 2012, 10:00 a.m.** A response will be issued to all plan holders no later than **Tuesday, August 21st, 2012 by 3:00 p.m.**

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-00 M.A.G. Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

10-01 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon.

10-02 ADOT. Arizona Department of Transportation

10-03 ADOT STANDARD SPECIFICATIONS. "Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Revised Edition 2000", and all revisions.

10-04 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-05 ASTM. The American Society for Testing and Materials.

10-05a AASHTO. The American Association of State Highway and Transportation Officials.

10-06 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-07 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-08 BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

10-09 CALENDAR DAY. Every day shown on the calendar.

10-09a CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

10-10 CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

Definition of Terms continued...

10-11 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

10-12 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

10-13 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-14 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-15 CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

10-15a DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

10-16 ENGINEER. See OWNER.

10-17 EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-18 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-19 INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Definition of Terms continued...

10-20 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-21 LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

10-22 LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

10-23 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

10-24 MATERIALS. Any substance specified for use in the construction of the contract work.

10-24a MUTCD. The *Manual on Uniform Traffic Control Devices for Streets and Highways*, U.S. Department of Transportation, Federal Highway Administration, latest Edition.

10-25 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-26 OWNER (SPONSOR). The term Owner shall mean the party of the first part or the contracting agency signatory to the contract.

10-27 OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The Owner's Engineer is:

C.L. Williams Consulting Inc.
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

Contacts: Joseph M. Alwin, P.E. (joe@clwilliams.net)

10-28 PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

10-29 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-30 PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-31 PROJECT. The agreed scope of work for accomplishing specific tasks.

10-32 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-33 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner.

10-34 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-35 STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

Definition of Terms continued...

10-36 SUBGRADE. The soil that forms the pavement foundation.

10-37 SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

10-38 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

10-39 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-40 WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-41 WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

10-42 WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours as 10-43.

10-43 OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined under 10-42. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

10-44 OVERTIME PAY. Any and all pay resulting from overtime hours worked.

Definition of Terms continued...

10-45 OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

10-46 SUBSTANTIAL COMPLETION. See the ADOT Standard Specification Section 105.19

GENERAL PROVISIONS

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with electronic copies of the proposal forms. All documents attached to or referenced within the proposal forms are necessary parts of the proposal.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Proposal Requirements & Conditions continued...

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and one (1) copy all with original signatures shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- (a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- (d) If the proposal contains unit prices that are obviously unbalanced.
- (e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

Proposal Requirements & Conditions continued...

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 PROPOSAL GUARANTY. Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.
- (d) Failure to submit all required official bid forms.

Proposal Requirements & Conditions continued...

20-14 PROTESTS. Only other bidders who have submitted a bid for this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501

GENERAL PROVISIONS

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20-08.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. This agreement is subject to cancellation pursuant to A.R.S. §38-511.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

30-09 DISPUTE & RESOLUTION.

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2*. In addition to proceeding in accordance with *Subsection 104.2*, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution*.

- **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution*.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2, Alteration of Work*.

- **Dispute Review Board:** If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contract time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

GENERAL PROVISIONS

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90-04.

Scope of Work continued...

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10-38.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

Scope of Work continued...

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

Scope of Work continued...

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner's Engineer.

GENERAL PROVISIONS

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE OWNER'S ENGINEER. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

Control of Work continued...

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

Control of Work continued...

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. Any question raised relative to the accuracy of construction shall not be raised unless all survey stakes remain intact. Should such stakes not be present and verified as to their origin, no claim for addition compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Control of Work continued...

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

Control of Work continued...

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at this own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

Control of Work continued...

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two years thereafter.

50-18 CONSTRUCTION SCHEDULE. Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

50-19 NEGOTIATIONS. It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

- (a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

- (a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

- (a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.
- (b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

GENERAL PROVISIONS

SECTION 60

CONTROL OF MATERIAL

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

~~At the Owner's option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.~~

It shall be the responsibility of the Contractor to provide sources of aggregates to complete the work specified in the specifications and on the plans. The Contractor shall so inform the Owner of the location of his proposed sources in sufficient time to allow for the necessary preliminary sampling and testing. The Owner shall sample the aggregate source(s) and test those samples to determine the source's suitability for use, based upon the specifications of the Contract. Any materials information provided by the Owner shall not be considered as a part of the contract, and should be used at the discretion of each prospective contractor in formulating his bids and plan of operation.

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested and certified by the Owner before incorporation in the work. Any work in which untested materials are used without approved or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ADOT, AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner; samples will be taken by a qualified representative of the Owner.

Control of Material continued...

All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

60-03 CERTIFICATION OF COMPLIANCE. The Owner' may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- (a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
- (b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Owner or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

Control of Material continued...

- (a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- (b) The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- (c) If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. The Owner's field office and laboratory shall be the responsibility of the Contractor or his authorized representative as determined by need by the Owner.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

Control of Material continued...

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

GENERAL PROVISIONS

SECTION 70

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

A. Preparatory work on the subgrade by the Owner.

Except as provided above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner's Engineer.

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner's Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least twenty-four (24) hours in advance of the next meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Accident/Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Contractor's Engineer and the Owner's Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County, and the Pinal Creek Group and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. ~~When so specified, the Contractor shall complete such~~ portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the

work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his plans of operations. Such notification shall be in writing and addressed to Blue Stake and the respective utility as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04. A copy of each notification shall be given to the Owner's Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep Blue Stake and such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

Legal Relations & Responsibility to Public continued...

The Contractor shall furnish a written summary of the notification to the Owner's Engineer. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner's Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner's Engineer within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner's Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner's Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way, permanent easements and temporary construction easements upon which the work is to be constructed in advance of the Contractor's operations.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

GENERAL PROVISIONS

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

~~"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.~~

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of this contract for this project.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner's Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner's Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner's Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner's Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner's Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner's Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME (10-13) based on WORKING DAYS (10-41) shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS (10-10) or SUPPLEMENTAL AGREEMENTS (10-38) covering EXTRA WORK (40-04).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50-15.
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20-05.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME (10-13) based on CALENDAR DAYS (10-09) shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

GENERAL PROVISIONS

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Contractor's Engineer, certified and furnished to the Owner's Engineer and verified by the Owner or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner's Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as pipe culverts, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other methods acceptable to the Owner's Engineer, will be used.

Areas of materials paid for by area shall be measured using the centerline length of the facility multiplied by the lesser of the average actual or plan dimensions perpendicular to centerline. Actual width shall be measured at random locations along the length of the project, with an average of two measurements per station. Volumes of materials in place shall be determined by multiplying the area by the lesser of the plan or actual average thickness of the material. Materials in a structural section such as aggregate base shall be not less than the specified thickness.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pound avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Owner's Engineer.

Measurement & Payment continued...

If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty at least twice daily at such times as the Owner's Engineer directs, and each truck shall bear a plainly legible identification mark. Such empty weights shall be recorded with the time and truck identification on a Tare Sheet. Copies of each days Tare Sheets and the current scale certification shall be furnished to the Owner's Engineer with the pay request.

Materials **SHALL NOT** be measured by volume in the hauling vehicle unless approved in writing in advance by the Owner's Engineer.

When requested by the Contractor and approved by the Owner's Engineer in writing, material ~~specified to be measured by the cubic yard may be weighed and such weights will be converted~~ to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner's Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F. or will be corrected to the volume at 60 degrees F. using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement, fly ash and lime will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. Contractor shall furnish a fee schedule to the Owner's Engineer at the preconstruction conference for all professional service lump sum items such as construction surveying and materials testing.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Measurement & Payment continued...

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner's Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales. Scales shall be accurate within one-half per cent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one per cent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard fifty-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one per cent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales: for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

Measurement & Payment continued...

When the estimated quantities for a specific portion of the work are designated as pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner's Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70-17.

When the "basis of payment" subsection of a technical specification requires that the contract ~~price (price bid) include compensation for certain work or material essential to the item, this~~ same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40-03, the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

Measurement & Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40-04, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

- (a) Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) Materials. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

- (f) Comparison of Records. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.
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Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

90-06 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50-16.

Measurement & Payment continued...

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50-16 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.



SPECIAL PROVISIONS

SP-1 TO SP-7

SPECIAL PROVISIONS

RUSSELL ROAD RECONSTRUCTION PROJECT

1. PROPOSED WORK

The work consists of clearing and grubbing, removal of existing structures (e.g., asphaltic pavement, drainage pipe,...etc.) interfering with the work, installation of: miscellaneous items, masonry walls, corrugated metal pipe, dumped rock riprap, gabion systems, asphaltic concrete pavement, aggregate base course, utility trench and other work as shown within the plans.

2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction, Edition of 2008,
- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,
- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.
- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.
- Arizona Water Company Specifications and Standard Details, April 2004.

3. POINTS AND INSTRUCTION AND AS-BUILTS

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

4. CONSTRUCTION LIMITS

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

Special Provisions continued...

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials ~~by the Engineer damaged by vandalism or theft. The Contractor will take whatever~~ measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

5. OPERATION AND TRAFFIC CONTROL PLANS

The Contractor shall submit to the Owner for approval his proposed sequence of operations and a compatible method of maintaining traffic as described in ADOT Section 107 of the Standard Specifications and the Technical Provisions. The Contractor shall submit to the Owner a Traffic Control Plan sealed by an Arizona registered Professional Civil Engineer. The proposal and plan shall be submitted at the preconstruction conference. The Owner shall notify the Contractor of any required changes to the proposal/plan and the Contractor shall address any and all revisions. The Contractor shall be aware that the Owner shall require that Russell Road, between Roberts Road and Besich Boulevard shall remain closed to through traffic, from the commencement of construction until the final surface course (ACFC) has been completely installed allowing for local access only.

6. QUALITY CONTROL PLAN AND WEEKLY REPORTS

The Contractor shall submit to the Engineer for review and approval his Quality Control Plan. The plan shall include, but not be limited to, individual test item costs, and testing frequency. The plan shall be submitted at the preconstruction conference.

Special Provisions continued..

Failure of the Contractor to submit Weekly Quality Control Reports, current to the most recent submittal date, will be grounds for the Engineer to withhold payment on a monthly basis until compliance is attained. Withheld payments on which requirements have been met will be made on the next regular estimate.

7. SAMPLING AND TESTING

All testing and sampling as specified herein shall be performed by a geotechnical laboratory. Unless otherwise specified, the cost of the laboratory testing, heavy equipment rental and labor incident to practical tests specified shall be at the Owner's expense.

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

8. MEASUREMENT AND PAYMENT

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

Special Provisions continued..

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Engineer or the Owner shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

9. HAUL ROUTE

The Contractor is to submit haul routes to the Owner for approval.

Special Provisions continued..

10. DUST CONTROL

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

11. TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements are not required for this project.

12. OWNER'S FIELD OFFICE

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

13. BLASTING NOTIFICATION

Blasting shall not be permitted within any portion of the project at any time.

14. CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. A list of all known utility owner contact names and phone numbers is shown within the plans.

The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along, near and crossing roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

15. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated or approved by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.

16. ARIZONA PUBLIC SERVICE

The Contractor shall be responsible for all work associated with the Arizona Public Service (APS) power line relocation as shown within the APS documents that are considered as part of the Contract for this project. C.L. Williams Consulting Inc. has located, as best as possible, the horizontal layout of the required utility trenches, however, the Contractor shall confirm the final location with APS prior to construction.



TECHNICAL SPECIFICATIONS

T-1 TO T-12

TECHNICAL SPECIFICATIONS

RUSSELL ROAD RECONSTRUCTION PROJECT GLOBE, ARIZONA

201 CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-1 Description: the first paragraph is revised to read:

The work under this section shall consist of removing and disposing of all vegetation, rubbish, trees, debris and other objectionable matter only from those areas required to install the proposed work unless otherwise shown on the plans or specified in the Special Provisions.

201-2 Removal of Disposal Materials: the first paragraph is revised to read:

All materials removed in clearing and grubbing shall be disposed of in locations subject to the OWNER's approval prior to said disposal. Disposal of materials within the project right-of-way or within the project limits is not permitted.

201-4 Method of Measurement: is revised to read:

No measurement shall be made for Clearing and Grubbing.

201-5 Method of Payment: first paragraph is revised to read:

The accepted quantities of clearing and grubbing, including all necessary trees, the cost thereof shall be as shown within the bid proposal.

202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

Technical Specifications continued...

203 EARTHWORK

Earthwork shall be in accordance with Section 203 of the ADOT Standard Specifications unless modified herein.

209 FURNISH WATER:

Furnish Water shall be done in accordance with Section 209 of the ADOT Standard Specifications unless modified herein.

209-1 Description: add the following paragraph.

~~Water shall be free of contaminants that in the opinion of the Owner or Owner's Engineer constitute a health hazard.~~

206-4 Method of Measurement: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

206-5 Basis of Payment: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

211 FILL CONSTRUCTION

Fill Construction shall be in accordance with Section 211 of the MAG Standard Specifications unless modified herein or stated within the plans.

301 SUBGRADE PREPARATION

Subgrade Preparation shall be in accordance with Section 301 of the MAG Standard Specifications unless modified herein or stated within the plans.

301-1 Description: the first sentence of the first paragraph is revised to read:

This section shall govern the preparation of natural or excavated areas prior to the placement of sub-base material, rock riprap, pavement, curbs and gutters, driveways, sidewalks or other structures.

301-3 Relative Compaction: add the following line:

(D) Subgrade for Rock RipRap 85 percent

303 AGGREGATE SUBBASES AND AGGREGATE BASES

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

321 ASPHALT CONCRETE PAVEMENT

Asphaltic Concrete Pavement shall be in accordance with Section 321 of the MAG Standard Specifications unless modified herein. For Russell Road, the pavement structural section (upper section) shall require one single 3-inch lift (i.e., layer).

321-13 Payment: add the following:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Arizona Department of Transportation (herein referred to as the "Department") based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be made known by means of a memorandum issued on the last Wednesday of each month issued by Gila County.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete items (pavement and friction course), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

Technical Specifications continued...

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (CP) will be as shown in the memorandum issued on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the "current price" (CP) for May as shown in the memorandum issued on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor furnished- invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified bituminous asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of bituminous material incorporated in Asphaltic Concrete items (pavement and friction course) to which an adjustment will be applicable will be considered to equal five percent of the quantity, measured in tons, of Asphaltic Concrete items (pavement and friction course) placed, regardless of the actual percentage of bituminous material incorporated into the mix. If the quantity of Asphaltic Concrete items (pavement and friction course) is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of asphalt cement eligible for the adjustment are determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Technical Specifications continued...

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of bid document, will be on the basis of the price of bituminous material shown in the memorandum applicable on the date of the expiration of the specified completion time, as hereinbefore specified.

340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

Concrete curb, gutter, sidewalk, sidewalk ramps, driveway, valley gutters and alley entrances shall be in accordance with Section 340 of the MAG Standard Specifications unless modified herein.

340-2 Materials: of the Standard Specifications add the following:

All concrete shall be color tinted using Davis-Color /mix ready/ dry/ color group standard/ San Diego Buff # 5237 mixed per the manufactures recommendations.

411 ASPHALT CONCRETE FRICITION COURSE

Asphaltic Concrete Friction Course shall be in accordance with Section 411 of the ADOT Standard Specifications unless modified herein.

411-2.05 Proportions: revised to read:

The asphalt cement content and type will be determined by the laboratory responsible for pavement mix design and will submit the recommended mix design to the Owner for approval prior to delivery and/or installation.

520 STEEL AND ALUMINUM HANDRAILS

Steel and Aluminum Handrails shall be in accordance with Section 520 of the MAG Standard Specifications unless modified herein or within the plans.

525 PNUEMATICALY PLACED MORTAR

Pneumatically placed mortar (a.k.a. shotcrete) shall be in accordance with Section 525 of the MAG Standard Specifications unless modified herein.

525.1 Description: add the following sentence:

Concrete shall be color tinted using Davis-Color /mix Ready/ dry/ color group standard/ San Diego Buff #5237 mixed per the manufacture's recommendation.

525.6 Surface Preparation: add the following paragraph:

On sloped faces taller than 24 inches, weep holes shall be constructed at intervals of ten feet (10') midway between contraction joints on each side of the sloped shotcrete. Weep holes shall be constructed using perforated 4-inch (4") diameter, schedule 40, polyvinyl chloride (PVC) pipe. The pipe shall be cut to fit the finish slope of the sloped shotcrete face and shall be placed at an elevation of one foot (1') above the toe of the slope. The pipe perforations shall be a minimum of one (1) square inch per linear foot of pipe. The weep holes shall be backed by a minimum of two (2) cubic feet of aggregate material tied in a burlap bag. The aggregate shall extend at least six inches (6") above and below and to each side of the weep hole, and at least twenty four (24") inches into the side slope. The side and back of the burlap bag shall be protected from being coated by concrete during the placing operation by a suitable means approved by the Owner. On the day following concrete placement, each weep hole shall be rodded to assure that it has not been blocked.

525.8 Joints: the first sentence of the second paragraph is revised to read:

The Contractor shall install control joints at 10-foot spacing both vertically and horizontally.

525.11 Testing: add the following paragraph:

Shotcrete channels having a slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on the capability of the gutters to drain, shall be water tested. Water testing shall consist of establishing flow in the length of channel to be tested by supplying water from a hydrant, tank truck or other source. One hour after the supply of water is shut off, the channel shall be inspected for evidence of ponding or improper shape. In the event water is found ponded in the channel to a depth greater than ½ inch, the defect or defects shall be corrected in a manner acceptable to the Engineer without additional cost to the Owner.

607 ROADSIDE SIGN SUPPORTS

Roadside Sign Supports shall be in accordance with Section 607 of the ADOT Standard Specifications unless modified herein.

608 SIGN PANELS

Sign Panels shall be in accordance with Section 608 of the ADOT Standard Specifications unless modified herein. Unless otherwise noted within the plans all sheeting shall be per ADOT Traffic Engineering PGP, Section 380, latest edition.

Technical Specifications continued...

621 CORRUGATED METAL PIPE AND ARCHES

Corrugated Metal Pipe and Arches shall be in accordance with Section 621 of the MAG Standard Specifications unless modified herein.

701 MAINTENANCE AND PROTECTION OF TRAFFIC

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-1 Description: add the following:

Prior to construction, the Contractor shall close Russell Road, between Roberts Road and Besich Boulevard, to all through traffic. Local access shall be maintained during the roadway closure. Through traffic shall only be allowed after the final surface course (i.e., ACFC) has been installed and accepted by the Owner.

701-3.08 Changeable Message Board: the first sentence of the first paragraph is revised to read:

The Contractor shall furnish two message boards to be placed in a location(s) as designated by the Owner prior to construction and relocated during construction as required by the Owner.

708 PAINTED PAVEMENT MARKINGS

Painted Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications unless modified herein.

760 COATING CORRUGATED METAL PIPE AND ARCHES

Coating Corrugated Metal Pipe and Arches shall be in accordance with Section 760 of the MAG Standard Specifications unless modified herein.

760-1 General: the last sentence is revised to read:

The size and type of the pipe to be furnished shall be as specified on the project plans. The thickness of all pipe, unless otherwise states within the project plans, shall be 0.064 inches.

Technical Specifications continued...

810 EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)

An Erosion Control and Pollution Prevention Plan shall be required for this project as the estimated disturbed area is equal to or greater than 43,560 square feet.

Erosion Control shall be in accordance with Section 810, Erosion Control and Pollution Prevention, of the ADOT Standard Specifications, unless modified herein and shall be known as SWPPP herein.

810-1 Description: is revised to read:

The Contractor is required to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) and an Arizona Pollutant Discharge Elimination System (AzPDES) permit to the Arizona Department of Environmental Quality and provide the Owner with a copy of all correspondence demonstrating that all requirements and approval to begin the work has been met.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Engineer will immediately notify the Contractor of such non-compliance.

810-2.03 Riprap and Rock Mulch: is revised to read:

Rock check dams or similar methods using rock rip rap or rock mulch shall not be used for erosion control methods on this project. The Contractor shall employ the methods as described within Section 810-2.02 of the ADOT Standard Specifications.

810-4 Method of Measurement: is revised to read:

No measurement shall be made for Erosion Control and Pollution Prevention (SWPPP). The contract unit of measurement shall be lump sum.

810-5 Basis of Payment: is revised to read:

Payment for Erosion Control and Pollution Prevention (SWPPP) shall be lump sum and shall be full compensation for work necessary to complete said Erosion Control and Pollution Prevention (SWPPP) including all necessary permits, plans, and documentation.

901 MOBILIZATION

~~Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications.~~

902 CHAIN LINK FENCE

Chain Link Fence and Gates shall be in accordance with Section 420 of the MAG Standard Specifications.

909 SURVEY MARKER

Survey Markers shall not be required to be installed for this project unless otherwise noted within the plans.

913 BANK PROTECTION

Bank Protection shall be in accordance with Section 913 of the ADOT Standard Specifications unless modified herein.

913-2.02 (A) Wire Fabric: the first sentence of the third paragraph is revised read:

Woven wire fabric for use in gabion baskets and mattresses shall be in accordance with ASTM A975; double-twisted hexagonal mesh pattern, all wire including lacing wire shall have a tensile strength of no more than 75,000 psi in accordance with ASTM A 641, wire diameter shall be 0.120 in., mesh opening 3-1/4".

914 WALLS AND MISCELLANEOUS STRUCTURES

Walls shall be in accordance with Section 914 of the ADOT Standard Specifications.

Technical Specifications continued...

924 CONTRACTOR QUALITY CONTROL:

924-1 Description:

The work under this section shall consist of furnishing all personnel, materials, supplies, facilities and equipment necessary to perform all certification of test equipment, sampling, testing, and other control actions. The work shall also include the preparation of linear control charts, Weekly Quality Control Reports, and other reports and records as described in Subsection 106.04(C) of the ADOT Specifications.

924-2 Method of Measurement:

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

924-3 Basis of Payment:

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

924-3.1 General:

The accepted quantities of contractor quality control, measured as provided above, will be paid at the contract lump sum price, which price shall be full compensation for the work, complete, as described and specified herein.

Partial payments under this item will be made in accordance with the following provisions:

- (a) The first partial payment price will not exceed of twenty five percent of the contract lump sum price for contractor quality control.
- (b) The remaining portion of the lump sum price will be prorated over the duration of the original contract on a monthly basis, and monthly progress payments will be made.

925 CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications, except as modified herein.

925-1.01 As-Built: add the following section:

Upon completion of the work, the Contractor shall perform an as-built survey of all portions of the work including but not limited to; pavements: centerline and edges where superelevation occurs; masonry walls: the alignment and elevation of all concrete footings for wall(s); beginning of top of wall, all changes in the footer and/or top of wall elevation change, changes in horizontal direction of the wall (i.e., angle points) and all ~~points necessary to locate all concrete and other related work as shown within the plans~~ (e.g., headwalls, sidewalk, ramps including but not limited to changes in elevation, curbing, gutter flowline, concrete stairs, pavement, handrails...etc.), guardrail, pavement along all mainline roadways (i.e., not including driveway features), all culvert pipe including at driveways, storm drain systems,...etc. The survey work shall be performed and certified by an Arizona registered Professional Land Surveyor. Datum of the survey shall be based on the benchmark information as shown on the Project Plans. Three (3) sets of the signed and sealed survey document shall be submitted to the Engineer for review and approval. As-built drawings shall also contain the following.

- A. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.
- B. The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor.

Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

Technical Specifications continued...

- C. As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

925-4 Method of Measurement: is revised to read:

No measurement shall be made for Construction Survey and Layout and As-Built. The contract unit of measurement shall be lump sum.

925-5 Basis of Payment: is revised to read:

Payment for Construction Survey and Layout and As-Built shall be lump sum and shall be full compensation for all work necessary to complete said Construction Survey and Layout and As-built.



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-6
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 032712-1, RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Visus Engineering Construction, Inc

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work ~~within one hundred and twenty (120) calendar days of the Notice to Proceed~~, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100%) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10%) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

Corporate Name: Visus Engineering Construction, Inc. (SEAL)

Corporate Address: 1831 N. Rochester Mesa, Az 85205

Incorporated under the laws of the State of: Arizona

By (Signature): [Signature] Date: 8-27-12

President: Barry Hunnel

Secretary: Robert Smith

Treasurer: Robert Smith

If by a Firm or Partnership:

Firm or Partnership Name: _____

Proposal continued...

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE

**RUSSELL ROAD RECONSTRUCTION PROJECT
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Visus Engineering Construction, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 720,000⁻

WRITTEN TOTAL CONTRACT PRICE

Seven hundred twenty thousand Dollars
and 0 Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 through BS-4 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

BIDDING SCHEDULE

Firm Name: Visus Engineering Construction, Inc.

COST SUMMARY BREAK DOWN ROADWAY ITEMS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
109	Force Account Work	L.S.	1	\$75,000	\$75,000
202	Removal of Structures and Obstructions	L.S.	1	25,000-	25,000-
203	Earthwork	C.Y.	2,740	8-	21,920-
211	Fill Construction	C.Y.	1,370	10-	13,700-
301	Subgrade Preparation	S.Y.	11,864	2-	23,728-
310	Aggregate Base Course - (ADOT Class II)	C.Y.	2,310	45-	103,950.50
321	Asphaltic Concrete - MAG (3/4") Mix	Ton	1,343	82-	110,126.00
340.1	Concrete Parking Block	EA.	30	40-	1200-
340.2	Concrete Sidewalk	S.F.	893	3-	2679-
340.3	Concrete Headwall, ADOT B-11.11, for (4) 42" CMPA	L.S.	1	10,000-	10,000-
411	Asphaltic Concrete Friction Course	Ton	147	105-	15,435-
520	Pedestrian Handrail	L.F.	88	50-	4400-
525	Shotcrete (MAG 525)(4" thick, 6x6x10 WWF)(colored)	S.F.	5,810	5-	29,050-
621	Pipe, Corrugated Metal, 42"	LF	312	90-	28,080-
607.2	New Sign Panel, STOP, R1-1, 30"x30"	EA.	2	300-	600-
607.6	New Sign Panel, SPEED LIMIT 35, R2-1, 24"x30"	EA.	4	250-	1000-
701	Maintenance and Protection of Traffic	L.S.	1	23581-	23581-

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
708.1	Permanent Pavement Marking (Painted)(White)(4" Equiv)	L.F.	3,918	1-	3918-
708.2	Permanent Pavement Marking (Painted)(Yellow)(4" Equiv)	L.F.	4,899	1-	4899-
708.3	Permanent Pavement Marking (Thermoplastic)(ARROW)	L.F.	2	150-	300-
708.4	Permanent Pavement Marking (Thermoplastic)(ONLY)	L.F.	2	150-	300-
808.1	Pipe, Ductile Iron (6"Class 350)	L.F.	50	50-	2500-
808.2	Waterline Encasement, 16" Casing Pipe (AWC E-9-24-1)	L.F.	24	90-	2160-
808.3	45° Bend, Ductile Iron & Joint Restraint, 6"	EA.	4	500-	2000-
810	Erosion Control and Pollution Prevention Plan (SWPPP)	L.S.	1	6000-	6000-
900	Mailbox Support System	L.S.	1	1000-	1000-
901	Mobilization	L.S.	1	25,000-	25,000-
902.2	Chain Link Fence, H=6', Security Type	L.F.	329	23-	7567-
902.3	Chain Link Fence, H=6', Non-security	L.F.	74	35-	2590-
902.4	Chain Link Fence, Gate, Double Swing, W=28', Security Type	EA.	1.5	3000-	4500-
902.5	Chain Link Fence, Roll Gate, Single, W=14'	EA.	1	1200- <i>fl</i>	1200-
913	Dumped RipRap, D ₅₀ =6"	C.Y.	88	69- <i>fl</i>	6072-

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
913	Dumped RipRap, D ₅₀ =12"	C.Y.	326	75 ⁻ <i>pk</i>	24,450 ⁻
913	Gabion Baskets	C.Y.	48	175 ⁻ <i>pk</i>	8400 ⁻
913.1	Gabion Mattress (12" deep)	C.Y.	24	170 ⁻ <i>pk</i>	4080 ⁻
914*	Masonry Wall, ADOT Std.	S.F.	6,241	15 ⁻	93615 ⁻
924	Contractor Quality Control	L.S.	1	15,000 ⁻	15,000 ⁻
925	Construction Survey and Layout and As-built	L.S.	1	15,000 ⁻	15,000 ⁻
Total Base Bid					720,060 ⁻

*wall items are measured in square foot of the face of wall

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORMS

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, Email Address and Telephone Number of Principal Contractor:
Visus Engineering Construction Inc
1831 N. Rochester Mesa, AZ 85205 480.833.8268
j.kerr@visusinc.com
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
 - f. Gila County reserves the right to request additional information.
6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 1.06
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Arizona Contractor License Number:** 250596 & 191221
-



Signature of Authorized Representative

Jeffrey A. Kim

Printed Name

CEO

Title

Gila County – Russell Rd Reconstruction
Bid Call # 032712-1

Item # 5A- Brief History of Contractor
and

Item # 5E – List of specific qualifications the Contractor has in supplying the specified services

You will find this letter contains the history of Visus, Inc.

Visus, Inc. was established in December 2003. The Principals of Visus, Inc. consist of Jeffrey A. Kerr, P.E., Barry J. Hunnel, Robert B. Smith. Jeff and Barry were Principals with Archon for 11 years and were responsible for the growth of the company from 3 employees to 150 employees with annual revenue in excess of \$30 million per year.

Jeffrey A. Kerr, P.E. is the C.E.O, Project Manager and Estimator for Visus. Jeff while employed at Archon, Inc. was Secretary/Treasurer, Project Manager and Estimator. Jeff is an Arizona State University graduate with a bachelor's degree in Civil Engineering and currently holds a Professional Engineering License in the State of Arizona. Jeff has managed and constructed projects in the range of \$200,000 to \$10,000,000 for the last 20 year's.

Barry J. Hunnel is the President of Visus, Inc. Barry was the Vice-President and Director of Field Operations for Archon, Inc. Barry was responsible for managing equipment and personnel throughout his 11 years with Archon. During the latter years, Barry also managed several projects a year ranging in value from \$500,000 to \$5,000,000. Barry has been in the construction industry for over 20 years.

Robert B. Smith is the Secretary for Visus, Inc. Robert worked at Archon for six years as their General Superintendent/Superintendent. At Archon, Robert was responsible for numerous projects and on several occasions was the Superintendent on the larger, more complex projects. Robert has over 20 years of construction experience.

Year Finished	Type of Work/Reference	Owner Name	Contract Amount	Percent Completion
2012	Cloister Pavement Rehabilitation	Cloisters Associations	\$ 408,000.00	100%
2011	ACS Marquee Sign	City of Avondale	\$ 23,380.00	100%
2011	Riley Dr. Improvements	City of Avondale	\$ 347,829.00	100%
2011	Site Grading	Town of Florence	\$ 98,986.00	100%
2011	Falcon Field Airport Taxiway B	City of Mesa	\$ 1,492,000.00	100%
2011	83rd ave & Missouri	City of Glendale	\$ 39,000.00	100%
2011	Parking Lot Improvement @ Mountainside Middle School	Scottsdale Unified School District	\$ 238,095.00	100%
2011	Gilbert Rd: Low Flow Crossing	MCDOT	\$ 480,000.00	100%
2011	Avondale & McDowell Rd Intersection Improvements	City of Avondale	\$ 561,236.00	100%
2011	Plaza Drive Improvements	City of Apache Junction	\$ 458,400.00	100%
2011	El Mirage & Santa Fe Lane	City of El Mirage	\$ 105,201.00	100%
2011	Fountain Hills Sidewalk	ADOT	\$ 190,000.00	100%
2010	Ironwood Dr. Lost Dutchman to Teppee	City of Apache Junction	\$ 640,400.00	100%
2010	Guadalupe and Dobson Roads Intersection Improvements	City of Mesa	\$ 1,696,929.00	100%
2010	Avondale and Encanto Blvd Improvements	City of Avondale	\$ 480,285.96	100%
2010	Del Cumbre Avenue Street & Sidewalk Improvements	Town of Fountain Hills	\$ 207,348.40	100%
2010	Truck Access Repairs @ Scottsdale Community College	MCCCD	\$ 55,000.00	100%
2010	O'Neil Park Flood Irrigation Improvements	City of Glendale	\$ 38,100.00	100%
2010	Senior Center Parking Lot	Town of Guadalupe	\$ 39,225.00	100%
2010	Union Hills Widening	City of Surprise	\$ 318,000.00	100%
2009	Houston Elementary School Parking Lot	Gilbert Public Schools	\$ 22,100.00	100%
2009	Calle Cerritos Full Section Street Improvements	Town of Guadalupe	\$ 221,841.93	100%
2009	Scottsdale Airport Pavement	City of Scottsdale	\$ 173,000.00	100%
2009	Paradise Valley Community College Decomposed Granite Parking Lot	MCCCD	\$ 49,500.00	100%
2009	Glendale Elementary School No. 18	Glendale Elementary School District # 40	\$ 478,000.00	100%
2009	Mahoney Neighborhood Sidewalk and Street Improvements	City of Mesa	\$ 380,000.00	100%
2009	Drew Street Improvements	City of Mesa	\$ 599,008.25	100%
2009	Septic System Conversion & Parking Lot Additions at Higley Elementary & Middle School	Higley Unified School District	\$ 332,000.00	100%
2009	Bus Lane Installations @ Aztec Elementary School	City of Scottsdale	\$ 185,000.00	100%
2009	Falcon Field Airport - 4R Engine Run-up	City of Mesa	\$ 654,470.00	100%
2009	Arianna Court 8-inch Water Main	Town of Gilbert	\$ 102,000.00	100%
2009	Street Capacity Improvements	City of Chandler	\$ 270,000.00	100%
2009	Linda Lane Sewer Tap Replacement	Town of Gilbert	\$ 119,000.00	100%
2009	Coronado Elementary School Parking Lot Addition	Higley Unified School District	\$ 100,348.00	100%
2009	Greasewood Drainage Improvements	City of Surprise	\$ 179,500.00	100%
2009	58th St and Chandler Blvd Right Turn Lanes	City of Chandler	\$ 422,000.00	100%

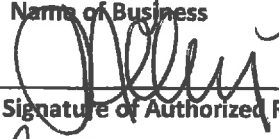
GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Surprise
Contact: Samuel Gary
Phone: 623-222-16130
Address: 1600 N. Civic Center Plaza Surprise AZ 85374
2. **Company:** City of Avondale
Contact: Charles Andrew
Phone: 623-333-4216
Address: 11465 W. Civic Center Dr. Avondale AZ 85323
3. **Company:** City of Mesa
Contact: Dennis White
Phone: 480-644-4224
Address: PO Box 1466 Mesa AZ 85210
4. **Company:** City of Apache Junction
Contact: White, Schmitt
Phone: 575 E Baseline Ave Apache Junction AZ 85119
Address: 480-474-8575

Visus Engineering Construction, Inc.
Name of Business

Signature of Authorized Representative
CEO
Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA

)
)ss

COUNTY OF:

Jeffrey A. Kew

(Name of Individual)

being first duly sworn, deposes and says:

That he is

CEO

of Vizus Engineering Construction, Inc.

(Name of Business)

and

That he is properly prequalified by Gila County for bidding on BID NO. 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Vizus Engineering Construction, Inc.

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Vizus Engineering Construction Inc.

Name of Business

By

CEO

Title

Subscribed and sworn to before me this

27

day of

August

20 12.

My Commission expires:

3/26/2015

Notary Public



GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for **BID NO. 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

Yes ☒ it is my intention to subcontract a portion of the work.

No ☐ it is not my intention to subcontract a portion of the work.

Visus Engineering Construction Inc
Name of Business

[Signature]
Signature of Authorized Representative

CEO
Title

BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED/EXECUTED

Proposal	✓
Bidding Schedule	✓
Surety (Bid) Bond	✓
Qualification & Certification Form	✓
Reference List	✓
Affidavit of Non-Collusion	✓
Subcontractor Certification	✓
Contract	✓
Bidders Checklist & Addenda Acknowledgment	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	8/21/12				

Signed and dated this 27 day of August, 2012.

Visus Engineering Construction, Inc
CONTRACTOR
Jeffrey A. Kerr
BY: Jeffrey A. Kerr - CEO

Each proposal shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: RUSSELL ROAD RECONSTRUCTION PROJECT, Gila County Arizona, Bid No. 032712-1.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before **Tuesday, August 28th, 2012, 11:00 a.m.**

**GILA COUNTY
CONTRACT NO. 032712-1**

THIS AGREEMENT, made and entered into this 18th day of September, **2012**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and Visus Engineering Construction of the City of Mesa, County of Maricopa, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for Bid No. 032712-1 **RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Technical Specifications; the Special Provisions; the General Provisions; all other documents. Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III - SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to

liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **One Hundred and Twenty (120) Days of the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the
above specified time after start of
work.

\$2000

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511 and **GENERAL PROVISION 80-09 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221(A)(2).

In order to receive payment the Contractor shall have a current W-9 Form on file with the County unless required by law.

All invoices submitted by the Contractor shall include at least the following but not be limited to:

- Purchase Order Number
- Contract Number
- Project Title
- Invoice Number
- Vendor Name and Address
- Description of Service

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

ARTICLE X – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE XI – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ 720,000 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

RUSSELL ROAD RECONSTRUCTION PROJECT
BID NO. 032712-1

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Tommlie C. Martin, Chairman, Board of Supervisors

CONTRACTOR:

Contractor Signature

Jeffrey A. Kew - CEO

Print Name

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

Witness (If Contractor is Individual)

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

**GILA COUNTY
CONTRACT PERFORMANCE WARRANTY**

I, Jeffrey A. Kene, representing
Uusus Engineering Const Inc. (company name)

do hereby warranty the work performed for the:

RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA

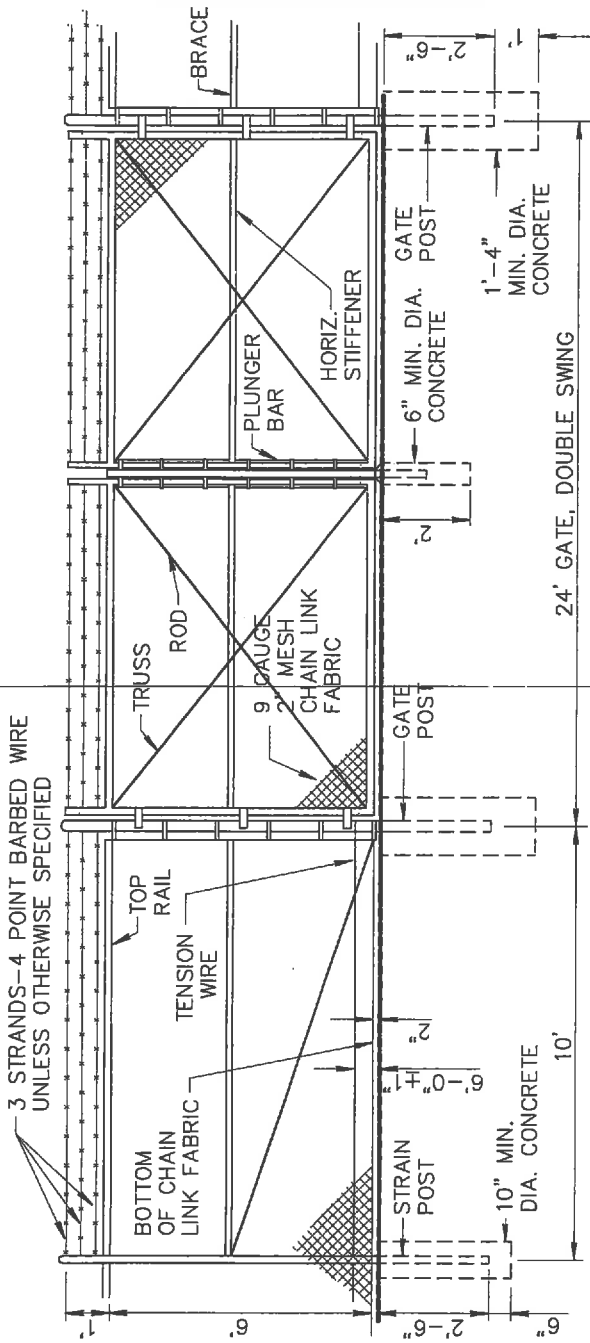
for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

[Signature]
(Officer, Partner, Owner)

8/28/12
Date

SECTION VI
NOTED STANDARD DETAIL DRAWINGS

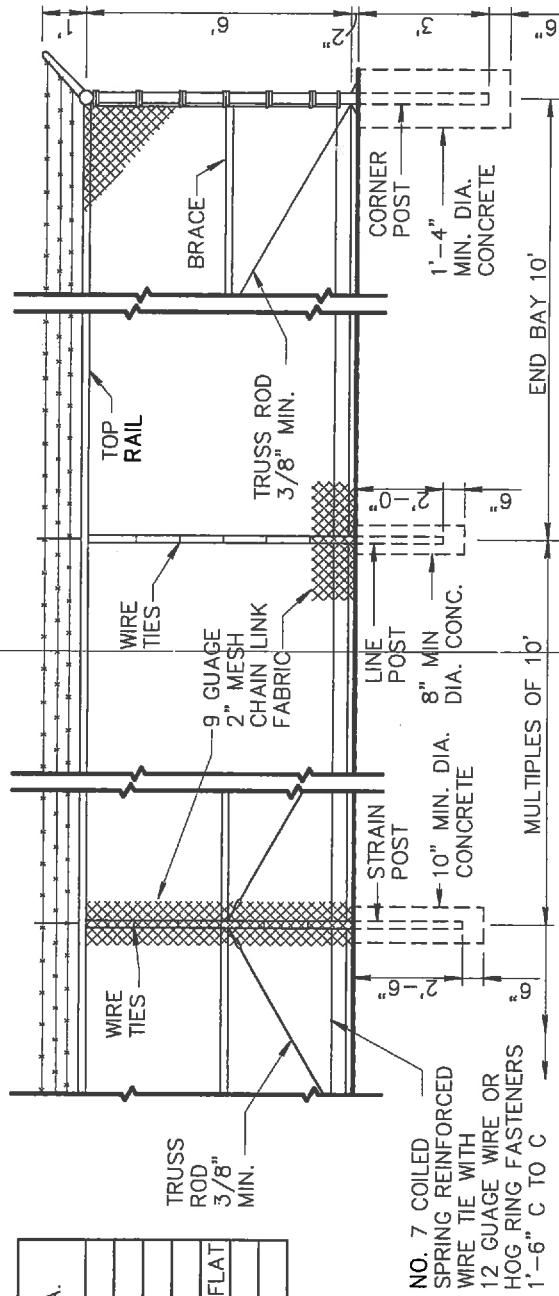


NOTES

1. ALL CONCRETE SHALL BE CLASS 'C' PER SECT. 725.
2. FITTINGS NOT SPECIFICALLY DETAILED SHALL BE HEAVY DUTY DESIGN.
3. STRAIN POSTS SHALL BE SPACED AT 500' MAXIMUM SPACING.
4. BOTH CORNER AND STRAIN POSTS SHALL HAVE STRAIN PANELS.
5. ALL POSTS SHALL BE CAPPED.
6. MEMBER SIZES SHALL BE THE FOLLOWING:

MEMBER	AISC SIZE	OUTSIDE DIA.
CORNER POST	2-1/2"	2.875"
LINE POST	1-1/2"	1.900"
STRAIN POST	1-1/2"	1.900"
BRACE	1-1/4"	1.666"
STRETCH BAR	3/16" x 3/4" FLAT	3/16" x 3/4" FLAT
GATE POST	3-1/2"	4.000"
TOP RAIL	1-1/4"	1.666"

7. CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECT. 420 AND 722, RESPECTIVELY. SEE TABLE 722 FOR WEIGHTS OF MEMBERS.



NO. 7 COILED SPRING REINFORCED WIRE TIE WITH 12 GAUGE WIRE OR HOG RING FASTENERS 1'-6" C TO C

DETAIL NO.

160

MAHICOPA
ASSOCIATION of
GOVERNMENTS

STANDARD DETAIL
ENGLISH

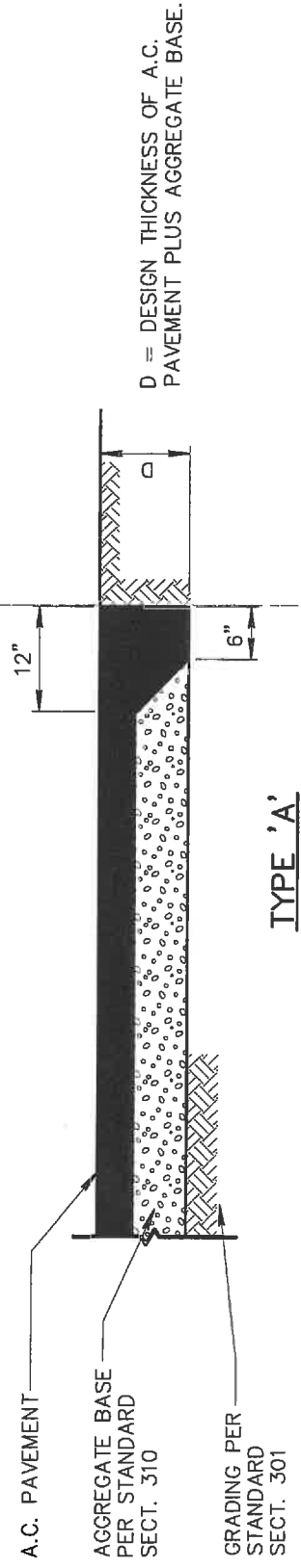
6' CHAIN LINK
FENCE AND GATE

REVISED

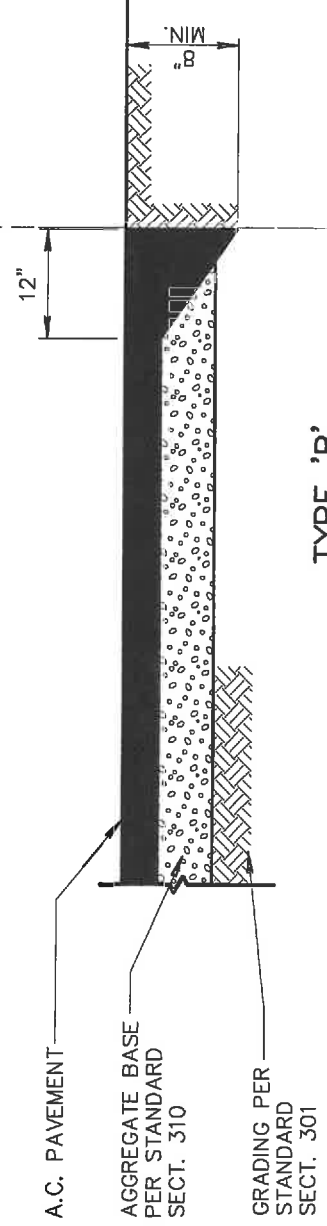
01-01-2003

DETAIL NO.

160

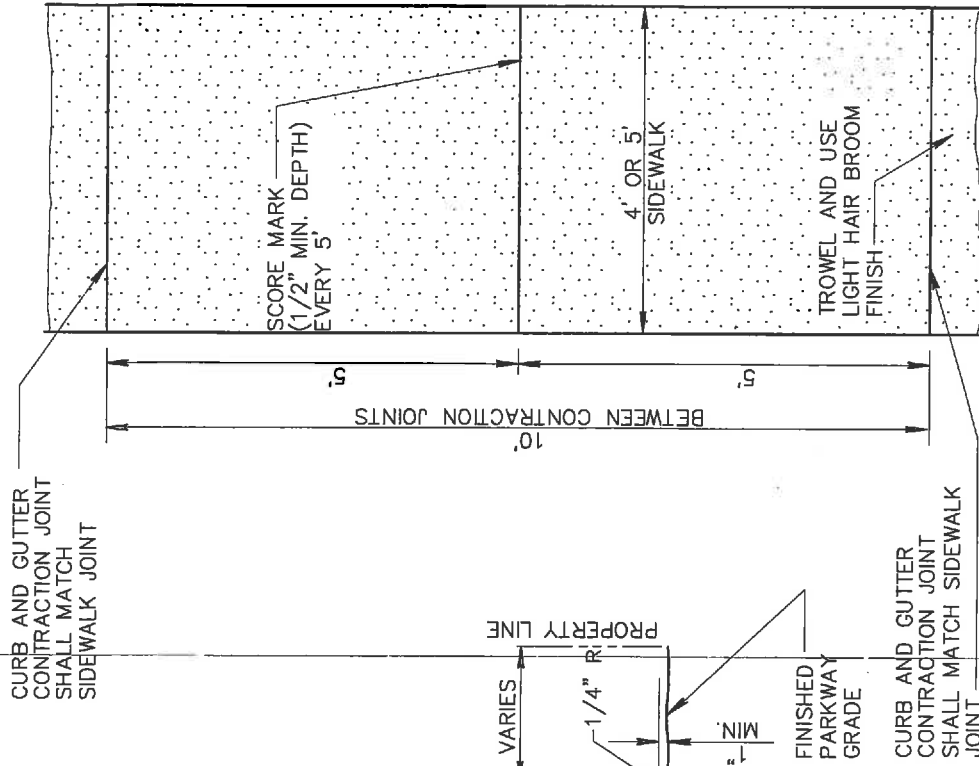
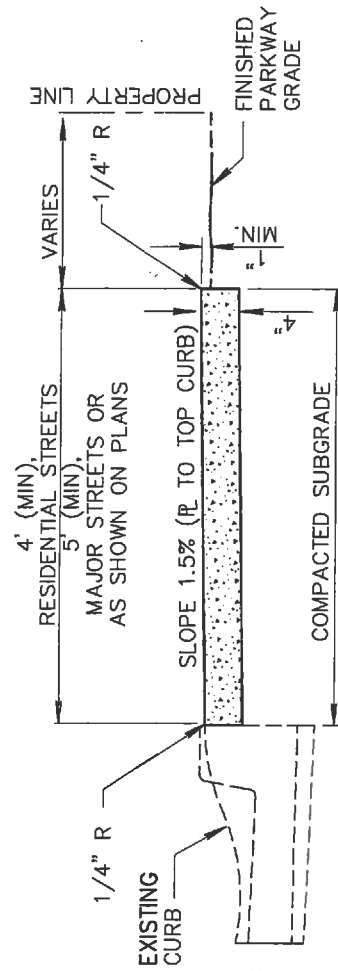


TYPE 'A'



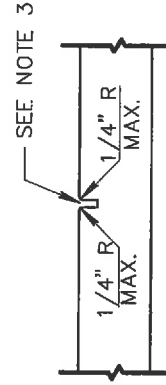
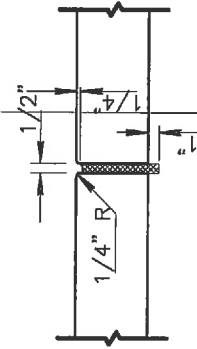
TYPE 'B'

DETAIL NO. 201	 STANDARD DETAIL ENGLISH	PAVEMENT SECTION AT TERMINATION	REVISED 01-01-2008	DETAIL NO. 201
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NOTES:

1. SIDEWALK CONSTRUCTION SHALL CONFORM TO SECT. 340.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, A.S.T.M. D-1751.
3. LARGE AGGREGATE, IN CONTRACTION JOINT, SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINT 50' MAXIMUM SPACING PER SECT. 340.
5. CLASS 'B' CONCRETE CONSTRUCTION AS PER SECT. 725.



EXPANSION JOINT

CONTRACTION JOINT

DETAIL NO.

230

MARICOPA
ASSOCIATION of
GOVERNMENTS

STANDARD DETAIL
ENGLISH

SIDEWALKS

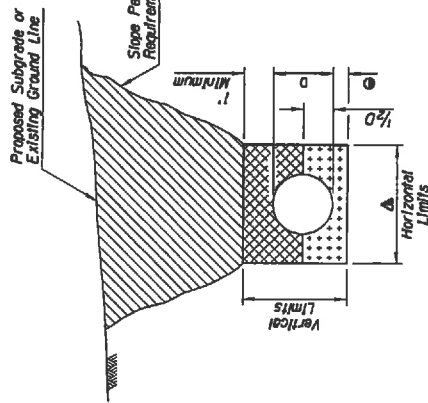
REVISED

01-01-2003

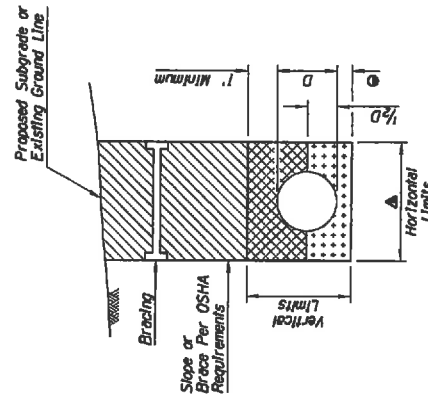
DETAIL NO.

230

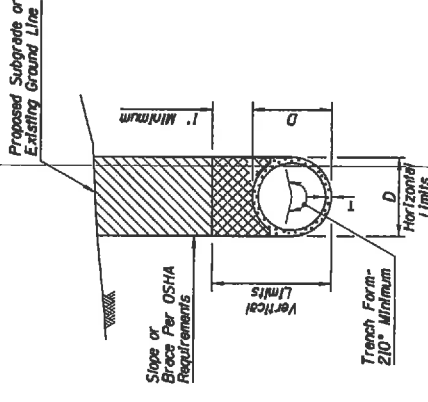
REVISIONS		DATE
NO.	DESCRIPTION	DATE
1	REVISED SPECIFICATIONS	9/04
2		
3		
4		



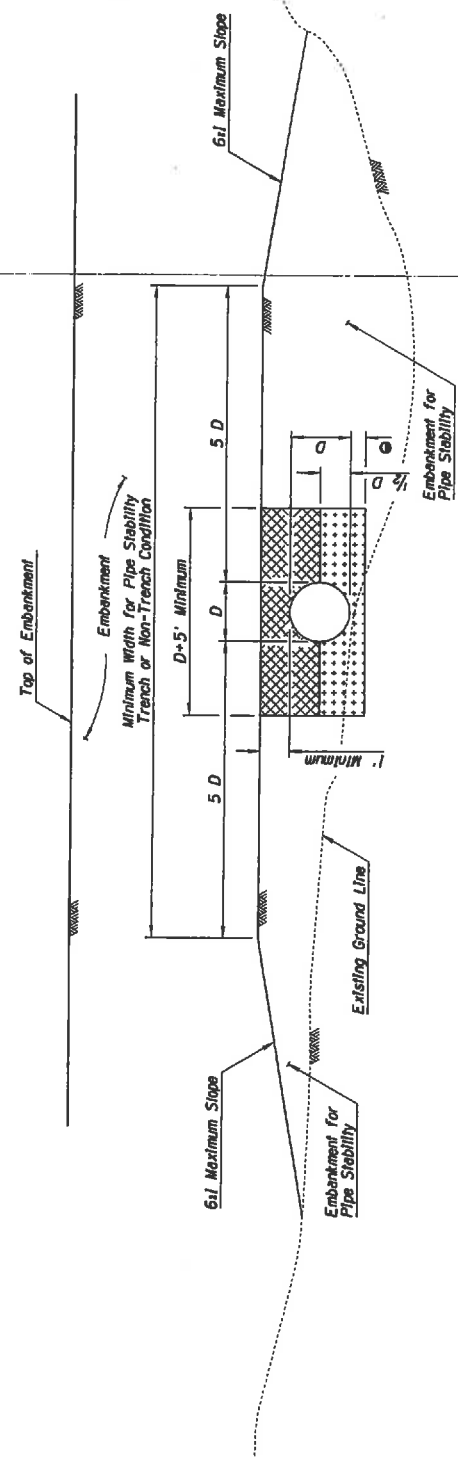
TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITHOUT BRACING



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITH BRACING SHOWN



TRENCH CONDITION
NRCIPCP IN NATURAL GROUND
OR IN EMBANKMENT



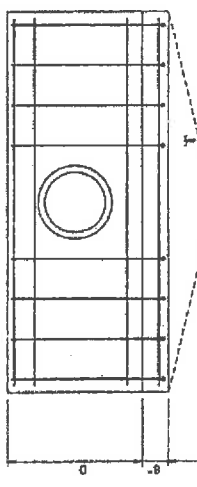
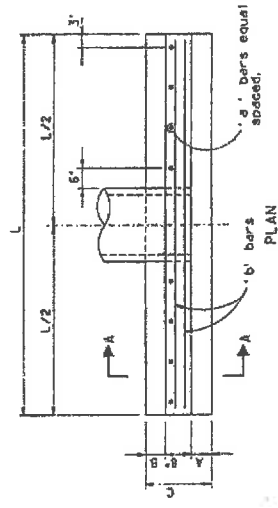
NON-TRENCH CONDITION

GENERAL NOTES

- Pipes shall be installed either in a trench condition or in a non-trench condition in natural ground or in embankment.
 - In a trench condition, the vertical and horizontal limits shall be maintained. If horizontal limits are exceeded or the vertical limits are not maintained, a non-trench condition exists.
 - Bracing and sloping shall conform to OSHA requirements.
 - Pipe backfill may be bedding material.
 - In a non-trench condition, the embankment for pipe stability shall be constructed in lifts to the limits shown in the detail simultaneously with the bedding material and pipe backfill. If the contractor chooses to construct it as a trench condition, the embankment shall be constructed before excavating the trench.
- D - Outside diameter of full circle pipe or outside dimension (span or rise) of arch, arch pipe, elliptical pipe.
- T - Minimum wall thickness for NRCIPCP. See Plans.
- For $D < 4'$; $D \div 6"$ each side, minimum $D \div 2'$ each side, maximum
 - For $D \geq 4'$; $D \div 1'$ each side, minimum $D \div 3'$ each side, maximum
- 6 - 6 inches except when on unyielding or unstable material. See Sid Specs.

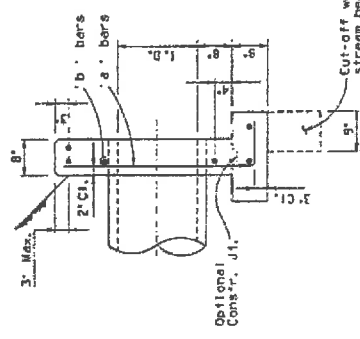
- TRENCH BACKFILL
- PIPE BACKFILL
- BEDDING

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/07
APPROVED FOR DISTRIBUTION	TYPICAL PIPE INSTALLATION	DRAWING NO. C-13.15

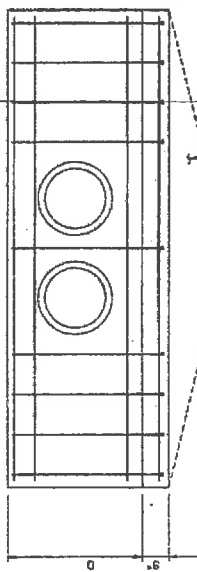
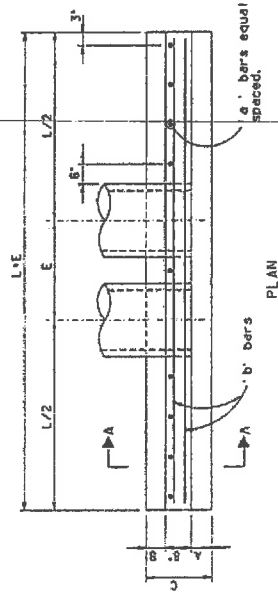


Cut-off wall for down stream headwall where required. See Project Plans for need and depth of cutoff wall.

SINGLE PIPE HEADWALL

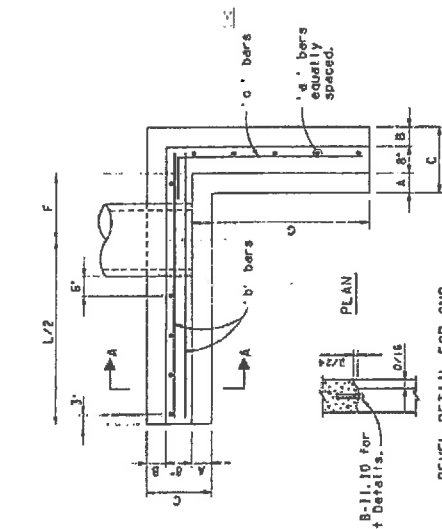


SECTION A-A

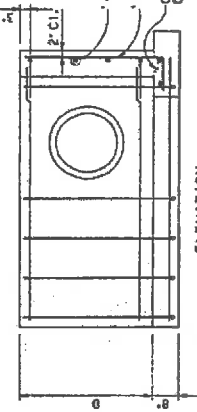


Cut-off wall for down stream headwall where required. See Project Plans for need and depth of cutoff wall.

DOUBLE PIPE HEADWALL



BEVEL DETAIL FOR CMP



'L' HEADWALL

NOTE:
For General Notes and Chapter Detail see Std. B-11.10.
Concrete pipe shown. Corrugated metal pipe similar.
High point of headwall shall not project more than 3" above slope.
All concrete shall be Class "B", f'c=2500 psi.
All reinforcing bars are #4.
For 3 or more pipes, add quantities shown for each additional pipe to Double Pipe Headwall quantity. Add one 'a' bar to Double Pipe Headwall quantity for each additional pipe by Dimension E for each additional pipe.
Dimension E equals pipe spacing.

Approximate Quantities

Single Pipe Headwall				Double Pipe Headwall				'L' Headwall			
I.D.	Reinf. C.Y.	Conc. Cu.Y.	Reinf. Lbs.	I.D.	Reinf. C.Y.	Conc. Cu.Y.	Reinf. Lbs.	I.D.	Reinf. C.Y.	Conc. Cu.Y.	Reinf. Lbs.
18"	1.2	40	1.4	31	3.3	13	1.4	18	1.2	40	1.4
24"	1.6	54	1.9	41	4.4	18	2.0	24"	1.6	54	1.9
30"	2.1	71	2.6	51	5.5	23	2.6	30"	2.1	71	2.6
36"	2.7	91	3.4	61	6.6	29	3.4	36"	2.7	91	3.4
42"	3.4	115	4.3	71	7.7	36	4.3	42"	3.4	115	4.3

*Quantities do not include cut-off wall.

Reinforcing

Single Pipe Headwall				Double Pipe Headwall				'L' Headwall			
I.D.	Reinf. No.	Length	Weight	I.D.	Reinf. No.	Length	Weight	I.D.	Reinf. No.	Length	Weight
18"	8	9	6.3	10	4.3	6	5.3	18"	8	9	6.3
24"	10	9	8.4	12	5.6	8	7.4	24"	10	9	8.4
30"	12	9	10.5	14	6.9	10	9.4	30"	12	9	10.5
36"	14	9	12.6	16	8.2	12	11.4	36"	14	9	12.6
42"	16	9	14.7	18	9.5	14	13.4	42"	16	9	14.7

DESIGN APPROVED: *[Signature]*
 CHECKED FOR: *[Signature]*
 ARIZONA
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
 STANDARD DRAWINGS
 INLET and OUTLET HEADWALLS
 18" to 42" PIPES
 REVISION: B-11.11

18" - 42" PIPES	03/20/20
18" - 42" PIPES	03/20/20
18" - 42" PIPES	03/20/20



ADDENDUM #1

Gila County Bid No. 032712-1 Russell Road Reconstruction Project

The following addendums are hereby incorporated into the bid documents for the above stated project:

August 21, 2012

Questions & Answer / Corrections / Changes / Clarifications

1. Correction:

- a. The following Utility Contact Information shall replace the information shown within Sheet 2 of the Construction Improvement Plans.

Utility Name	Representative	Phone
▪ Arizona Public Service	Freddie Chism	(928)425-8034
▪ Arizona Water Company	Fred Rios	(928)473-4433
▪ CableOne	Chris Guthrey	(928)425-3816
▪ CenturyLink	Rocky Villareal	(520)426-6770
▪ El Paso Corporation	Bill Biggs	(520)663-4260
▪ Salt River Project	Elijah Lubandi	(602)236-3794
▪ Southwest Gas	James Karbo	(928)402-6313

2. Correction:

- a. Bid Document, Section 01, page GP-1, Item no.1, fourth item shall read:
- Bid Schedule (pages BS-1 to ~~BS-6~~ BS-4)

3. Correction:

- a. Replace pages BS-2, BS-3 and BS-4 of the Bid Document with the enclosed revised cost summary break down items pages BS-2R, BS-3R and BS-4R, respectively.

4. Correction:

- a. Delete: Item 16, page SP-6, Special Provisions, within the Bid Document. APS has elected to relocate their powerline to the Westside of the roadway and therefore any work related to/referenced within the Document is hereby deleted.

5. Correction:

- a. The following Technical Specification has been added to the Bid Document, Page T-1.

109 FORCE ACCOUNT WORK

Force Account Work shall be in accordance with Section 109 of the ADOT Standard Specifications unless modified herein.

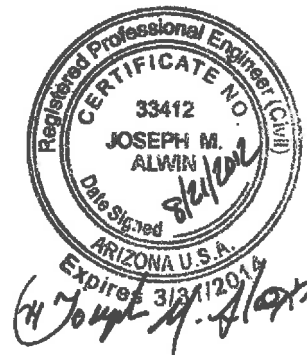
6. Correction:
 - a. Replace Sheet 7 of 27 of the Construction Improvement Plans with the enclosed revised Sheet 7. This revision addresses the length of the parking block detail.
7. Correction:
 - a. Replace Sheet 20 of 27 of the Construction Improvement Plans with the enclosed revised Sheet 20. This revision addresses the volume of excavation necessary for the paving shown on this sheet.
8. Correction:
 - a. Delete: Utility Notes 2 and 3, Sheet 2 of 27 of the Construction Improvement Plans. APS has elected to relocate their powerline to the Westside of the roadway and therefore any work related to/referenced within the Plans is hereby deleted.
9. Clarification:

The completion time of the project, as stated on page P-2 of the Proposal is, **"...and to complete the work One Hundred and Twenty (120) Calendar Days of the Notice to Proceed,..."**
10. Clarification:

The Liquidated Damages Cost, as stated on page C-5 of the Contract is, **"\$840.00 per Calendar Day"**
11. Clarification:

Arizona Water Company Standard Specifications [and details] are available by calling 928-473-4433.
12. Question: 1. Will there be construction water available and where?
Answer: Construction water is not available through Gila County.
13. Question: 2. Is there a designated place for excess fill?
Answer: The Contractor may dispose of earthen waste just west of the Gila County Landfill facility located along Hope Lane approximately 0.50-miles east of its intersection with Russell Road. If the Contractor elects to use this location then the Contractor shall notify the County representative no less than 48-hours prior to disposal for the approved location at this facility and after a review/approval of the waste material.
14. Question: 3. Will landfill fees be waived?
Answer: Yes, for clean earthen waste only, containing no other debris that the County representative determines as objectionable. Otherwise, for all other construction debris, landfill fees will remain in effect.
15. Question: What is the engineer's estimate?
Answer: It is the opinion of the engineer that the overall cost of construction is approximately \$900,000.

16. Question: 5. Does the contractor have to provide conduit for CableOne and CenturyLink?
Answer: No. Under the new APS powerline relocation option, the Contractor will not be undertaking any utility relocation/installation work, excluding the waterline relocation as shown on Sheet 27 of 27 of the Construction Improvement Plans
17. Question: 6. Will the North parking lot be included in the paving and grading part of the project?
Answer: Yes. See Construction Improvement Plan Sheet 9 for the general layout of this parking lot.
18. Question: 7. Will the contractor be required to submit a traffic control plan?
Answer: Yes. See Item 5, Page SP-3 of the Special Provisions and Section 701, Page T-7 of the Technical Specifications for the construction traffic control plan requirements.
19. Question: 8. Can heavy truck loads go down Roberts Drive or will they need to go another route?
Answer: Heavy construction equipment of any kind is not permitted to use Roberts Drive. The Contractor shall be allowed to use the public roadway to the west of the project that borders the hospital.
20. Where on the drawings would I find the sidewalk location?
Answer: See Sheet 11 of the Construction Improvement Plans. Please note that the reference to Concrete S/W is also to be used as a concrete apron to the west of the North Parking Lot area.
21. Question: If the sidewalk is 5' wide, how do you come up with 893 sq. ft.?
Answer: The square footage also accounts for the concrete apron feature shown on Sheet 11 of the Construction Improvement Plans.
22. Question: Are the concrete car bumpers (stops) actually 8' long? Measurements?
Answer: See item 6 above. The revised plan sheet addresses this question.
23. Question: page 27 of 27 on construction plans Item#59 "install 14" casing per AWC STD.E-9-24-1". is it 14" or 16"?
Answer: The casing diameter is 14-inches. AWC Standard Detail E-9-24-1, dated February 12, 2001, shows that for a 6-inch waterline, as required for this project by the Arizona Water Company, the casing diameter shall be 14-inches.



SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012

10:00 AM

Title: Russell Road Reconstruction Project

RFP No.: 032712-1

Location: Public Works Administration Building

Company Name	Representative Name (print)	E-Mail Address	Phone No.
J. Barwicki Construction	Dan Baldarin	dbaldarin@barwicki.com	480-921-8016
Combs Const Co	Eric Lemnitzer	ERIC@COMBSAZ.COM	602-237-4029
DJ's companies	Manuel Quintana		928-425-0602 928-812-0063
Visus Eng. Const. Inc.	Sonya Dungey	sdungey@visusinc.com	480-833-8268
Tee Pee Contractor	Kermit Schaeferman	Kermit + A Tee Pee Contractors.com	520-280-1029
S-D Mining & Co.	Albert Curiel	AlbertoCuriel@gmail.com	602-513-0106
APS	Fredde Chagn	Fredde.Chagn@APS.com	928-812-0488
Tricom Corporation	Tom Bassaggio	tbassaggio@tricomcorp.com	480-443-0751
BARCÓN CORP	FRED BARCÓN	haroncorp@barcon.net	928-425-5426

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012

10:00 AM

Title: Russell Road Reconstruction Project

RFP No.: 032712-1

Location: Public Works Administration Building

Company Name	Representative Name (print)	E-Mail Address	Phone No.
DBA Construction, Inc.	Charles Schepp	Cschepp@dbaconstruction.net	(602) 442-6767
Jonovich Comp	David Burlingham	DBurlingham@Jonovich.com	928-701-2289
SBBI	Matt Connell	mconnell@sbbi92.com	520-604-6311
ABC Asphalt	Leo Barrera	leo@abcasphalt.com	602-358-5550
DalMolin Excavating	Frank DalMolin	FdalMolin@dalmolincorp.com	928-812-1083
Roy Hought Excavating	Keith Wheatland	None	928-478-1609
Sullivan Paving	Randy Sullivan	Sulpav@cablone.net	928-425-4430
Southwest Gas James KARBO	James Karbo	James.KARBO@swgas.com	928-701-4434
INTERMOUNTAIN WEST CIVIC CONSTRUCTORS	STAN LANGHAM	BIBB@IHWCC.net	928-402-6313
			928-474-4988

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012

10:00 AM

Title: Russell Road Reconstruction Project

RFP No.: 032712-1

Location: Public Works Administration Building

Company Name	Representative Name (print)	E-Mail Address	Phone No.
S-D Mining Trust	Ben D-Molina	Solben@live.com	(928) 812-1038
Rick Lange	A DOT		812-1103
Leonard Garcia	AWC	LGARCIA@AZWATER.com	928-812-2809
FREDY RIOS	AWC	FRKRS@AZWATER.com	928-473-4433
CABLE OWE	Chris Guthrey	Christopher.Guthrey@cablone.biz	928-3816
Gila County Finance	Yelric Bejarano		
Gila County PubWorks	Roland Boyer		
"	Steve Stratton		
	Steve Sanders		
Ch. Williams Consulting		Chuck Williams	

BIDDING SCHEDULE

Firm Name: _____

COST SUMMARY BREAK DOWN ROADWAY ITEMS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
109	Force Account Work	L.S.	1	\$75,000	\$75,000
202	Removal of Structures and Obstructions	L.S.	1		
203	Earthwork	C.Y.	2,740		
211	Fill Construction	C.Y.	1,370		
301	Subgrade Preparation	S.Y.	11,864		
310	Aggregate Base Course - (ADOT Class II)	C.Y.	2,310		
321	Asphaltic Concrete - MAG (3/4") Mix	Ton	1,343		
340.1	Concrete Parking Block	EA.	30		
340.2	Concrete Sidewalk	S.F.	893		
340.3	Concrete Headwall, ADOT B-11.11, for (4) 42" CMPA	L.S.	1		
411	Asphaltic Concrete Friction Course	Ton	147		
520	Pedestrian Handrail	L.F.	88		
525	Shotcrete (MAG 525)(4" thick, 6x6x10 WWF)(colored)	S.F.	5,810		
621	Pipe, Corrugated Metal, 42"	LF	312		
607.2	New Sign Panel, STOP, R1-1, 30"x30"	EA.	2		
607.6	New Sign Panel, SPEED LIMIT 35, R2-1, 24"x30"	EA.	4		
701	Maintenance and Protection of Traffic	L.S.	1		

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
708.1	Permanent Pavement Marking (Painted)(White)(4" Equiv)	L.F.	3,918		
708.2	Permanent Pavement Marking (Painted)(Yellow)(4" Equiv)	L.F.	4,899		
708.3	Permanent Pavement Marking (Thermoplastic)(ARROW)	L.F.	2		
708.4	Permanent Pavement Marking (Thermoplastic)(ONLY)	L.F.	2		
808.1	Pipe, Ductile Iron (6"Class 350)	L.F.	50		
808.2	Waterline Encasement, 16" Casing Pipe (AWC E-9-24-1)	L.F.	24		
808.3	45° Bend, Ductile Iron & Joint Restraint, 6"	EA.	4		
810	Erosion Control and Pollution Prevention Plan (SWPPP)	L.S.	1		
900	Mailbox Support System	L.S.	1		
901	Mobilization	L.S.	1		
902.2	Chain Link Fence, H=6', Security Type	L.F.	329		
902.3	Chain Link Fence, H=6', Non-security	L.F.	74		
902.4	Chain Link Fence, Gate, Double Swing, W=28', Security Type	EA.	1.5		
902.5	Chain Link Fence, Roll Gate, Single, W=14'	EA.	1		
913	Dumped RipRap, D ₅₀ =6"	C.Y.	88		

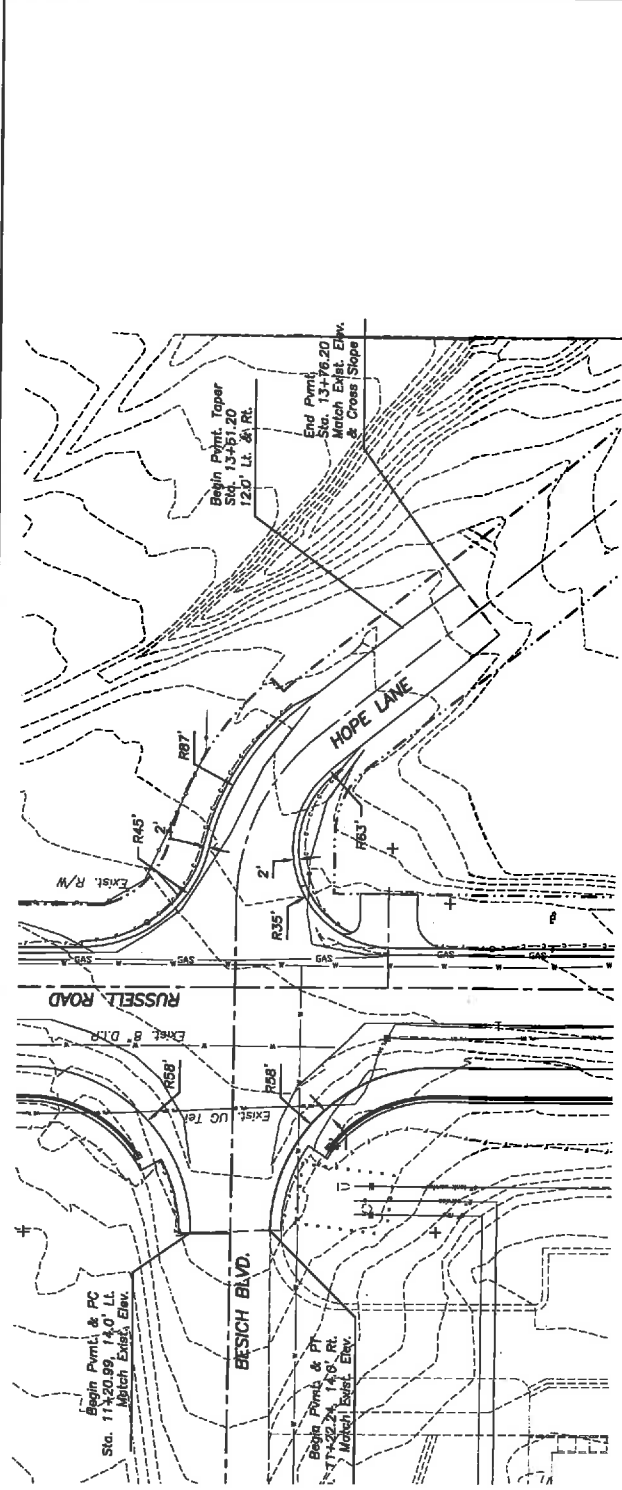
COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

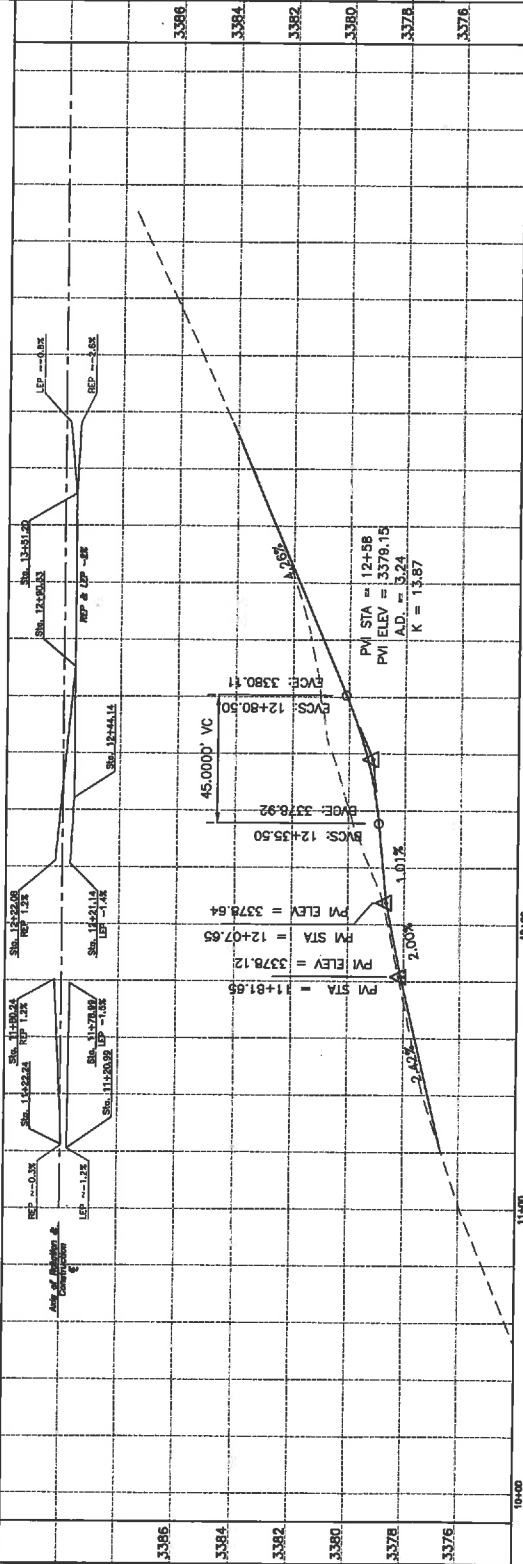
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
913	Dumped RipRap, D ₅₀ =12"	C.Y.	326		
913	Gabion Baskets	C.Y.	48		
913.1	Gabion Mattress (12" deep)	C.Y.	24		
914*	Masonry Wall, ADOT Std.	S.F.	6,241		
924	Contractor Quality Control	L.S.	1		
925	Construction Survey and Layout and As- builts	L.S.	1		
Total Base Bid					

*wall items are measured in square foot of the face of wall

CONSTRUCTION NOTES		
NO.	DESCRIPTION	EST. QTY. THIS SHEET
1	INSTALL PAVEMENT - SEC. 1 SEE DTL. SH. 3 1/2" A.C.F.C. (MOOT 497) 1/2" A.C.F.C. (MOOT 497) 8" A.S.C. (MOOT 5098 II)	851 S.Y. 24 TON 145 S.F. 180 S.Y.
ESTIMATED EARTHWORK		
	EXCAVATION	454 C.Y.
	EMBANKMENT	0 C.Y.
REMOVALS/ADJUSTMENTS		
101	REMOVE EXIST. PAVEMENT	867 S.Y.
126	REMOVE DRIVEWAY	0 S.F.



BESICH BOULEVARD - HOPE LANE



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RUSSELL ROAD
ROADWAY IMPROVEMENT PLANS

PLAN & PROFILE
STA. 8.0 P. to E.O.P.

20 of 27

GRAPHIC SCALE
1" = 40' (HORIZ.)
1" = 10' (VERT.)

Notes: